

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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KEVIN WILLIAMS AND KEITH WILLIAMS,

Plaintiffs,

-against-

THE CITY OF NEW YORK, POLICE OFFICER CHAD
J. MACK, POLICE OFFICER DWAIN MOORE,
POLICE OFFICER LAURINDO MARSH, POLICE
OFFICERS JOHN/JANE DOES 1-5,

Defendants.
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**STIPULATION AND ORDER
OF SETTLEMENT AND
DISMISSAL**

09 CV 4182 (ERK)(RER)

FILED

IN CLERK'S OFFICE
US DISTRICT COURT E.D.N.Y.

★ MAY 13 2010 ★

BROOKLYN OFFICE

WHEREAS, plaintiffs Kevin Williams and Keith Williams commenced this action on or about September 29, 2009, by filing a complaint alleging, *inter alia*, violations of their state law rights and civil rights pursuant to 42 USC § 1983; and

WHEREAS, defendants have denied any and all liability arising out of plaintiffs' allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiffs have authorized their counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraphs "2" and "3" below.

2. Defendant City of New York hereby agrees to pay to **Kevin Williams** the sum of **Forty-Five Thousand Dollars (\$45,000.00)**, to be paid in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against all defendants including the City of New York, Chad Mack, Dwaine Moore, and Laurindo Marsh, and to release all defendants and all present and former employees or agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorney's fees.

3. Defendant City of New York hereby agrees to pay to **Keith Williams** the sum of **Seventeen Thousand Five Hundred Dollars (\$17,500.00)**, to be paid in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against all defendants including the City of New York, Chad Mack, Dwaine Moore, and Laurindo Marsh, and to release all defendants and all present and former employees or agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorney's fees.

4. Plaintiffs shall execute and deliver to defendant's attorney all documents necessary to effect this settlement, including, without limitation General Releases based on the terms of paragraphs "2" and "3" above and Affidavits of Status of Liens.

5. Nothing contained herein shall be deemed to be an admission by defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person

or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

6. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof including the New York City Police Department.


7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
April 29, 2010

RICHARD CARDINALE, ESQ.
Attorney for Plaintiffs
26 Court Street, Suite 1815
Brooklyn, New York 11242
(718) 624-9391

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendant City of New York
100 Church Street
New York, New York 10007
(212) 788-1580

By: 
Richard Cardinale, Esq.

By: 
Qiana Smith-Williams (QS 2172)
Assistant Corporation Counsel

SO ORDERED:

s/Edward R. Korman

EDWARD R. KORMAN
UNITED STATES DISTRICT JUDGE

5/10/10